



**MISSOURI DEPARTMENT OF TRANSPORTATION
BID GUIDELINES AND DOCUMENTATION
FOR PURCHASES \$25,000.00 AND OVER**

THIS IS NOT AN ORDER

REQUEST FOR BID

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

TODAY'S DATE: APRIL 1, 2009	BID DUE BY (DATE AND TIME): APRIL 15, 2009 @ 1:00 PM CENTRAL TIME	F.O.B. REQUIREMENTS: DESTINATION (SEE DELIVERY LOCATION(S) BELOW)
CONTRACT SERVICE PERIOD: JULY 1, 2009 - JUNE 30, 2010 (RENEWAL OPTIONS FOR TWO ADDITIONAL ONE-YEAR PERIODS)	BID # D209-074-RM THIS BID # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE. RETURN IN A SEALED ENVELOPE	BUYER NAME: JUDY M. FRANKE, CPPB SR. GENERAL SERVICES SPECIALIST PHONE NUMBER: (660)-385-8269 No Responses Accepted By Fax
District Mailing Address: Missouri Department of Transportation – District 2 General Services (Procurement) Division 902 North Missouri Street P.O. Box 8 Macon, MO. 63552		Delivery/Service Location(s): Missouri Department of Transportation – District 2 (North Central Missouri – 14-County Region) See service locations listed on “Pricing Pages” on pages 4 and 5, in addition to, a map on page 6.

SCOPE OF SERVICE

1.0 DESCRIPTION

1.1 The Missouri Department of Transportation is soliciting bids for providing (light-duty) freight courier services for a fourteen-county region located in North Central Missouri. Deliveries will be made each day as outlined on the two pricing pages below. The contractor leaves the Macon District Office located at 902 N. Missouri Street travels to our outlying facilities located in various locations throughout the region, then returns to the District Office traveling approximately 260-270 miles each trip. The contractor must supply his or her own transportation, insurance, fuel, etc., as outlined in the below requirements. Randomly, the work requires only LTL services (Less Than Loaded).

1.2 For a list of freight items, which may be hauled as a part of this agreement see page 3 (Section 5.0). The list **is not** all-inclusive but is merely a typical sample of supplies for reference purposes only.

1.3 For a list of Service Locations, see “Pricing Pages” 4 and 5, along with a detailed map on page 6.

1.4 Deliveries will be made from the district office, 902 N. Missouri St., Macon, MO, to the locations listed on pages 4 and 5. Deliveries will be made to these locations, basically by running a big loop around our district as shown on page 6. There will be small mailbags picked up and delivered along the route, besides the delivery of freight items. Contractor will not be required to perform deliveries on Friday, Saturday, Sunday or any State Holidays.

1.4.1 As the holidays change each year, a list of holidays will be provided at the beginning of each contract season. If a designated delivery day falls on a state holiday, MoDOT **will prorate the “weekly rate”** accordingly, prior to payment, unless MoDOT exercises the right to award Option A (2-Day/Week). In this instance, holidays falling on Tuesday (will be ran on Monday), and holidays falling on Thursday (will be ran on Wednesday). MoDOT typically works 4/10-hour days during the summer months, thus, **NO SHIPMENTS are made on Fridays**. For the initial contract period (July 1, 2009-June 30, 2010) there are (5 Mondays, 0 Tuesdays, 1 Wednesday, 1 Thursday and the rest of the holidays occur on Fridays, which is a non-hauling day.)

1.5 Daily routes must leave the district office between 8:00 AM and 8:30 AM, and return to the district office no later than 3:30 PM, unless other arrangements are made and agreed upon by both parties. A map showing the routes and facility locations are on page 6. MoDOT reserves the right to require the courier to make additional stops along the route, when necessary. Items, such as, but not limited to, picking up small equipment parts from a local vendor, delivering or picking up tires at a local tire shop, placing scrap tires in a disposal bin, which is currently

located at our Macon Maintenance Facility located at 63 and DD Jct. in Macon County. **Additional stops would be minimal.** The courier may be required to load and unload without assistance. The driver and the MoDOT supply agent loads the supplies at the district office each morning, but as the driver travels to each facility, there may or may not be personnel to assist with unloading the supplies. We practice good-will relations with our drivers in assisting them with calling ahead to the facilities if we load the courier with a heavy pallet of supplies, in order to have the field personnel assist with unloading, so the pallet doesn't have to be dismantled. It **is not** MoDOT's intentions to have personnel staffed at each location. Our workloads on highway projects do not allow for a MoDOT representative to be available at all times.

2.0 CONTRACTUAL REQUIREMENTS

2.1 Contract Period: The original contract period shall be for one-year. The contract shall commence on July 1, 2009 when awarded by the Missouri Department of Transportation. The contract shall not bind, nor purport to bind, MoDOT for any contractual commitment in excess of the original contract period (July 1, 2009 - June 30, 2010). MoDOT shall have the right, at its sole option, **to renew the contract for two additional one-year periods, or any portion thereof.** In the event MoDOT exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

2.2 Renewal Periods: See renewal language listed on the below pricing pages.

3.0 VEHICLE AND DRIVER REQUIREMENTS

3.1 The successful bidder must have a minimum of a Class B Commercial Driver's License (CDL). A hazardous materials endorsement **IS NOT** necessary. The successful bidder must comply with the Federal Highways Motor Carrier Safety Regulations and the Missouri Motor Carrier Safety Regulations. The successful bidder must carry a medical examiner's certificate showing he/she is physically qualified to drive a commercial motor vehicle.

3.1.1 Questions about the CDL or safety regulation requirements should be directed to the Missouri State Highway Patrol's Commercial Motor Vehicle Inspection Unit at (660)-385-2132 or the Missouri Department of Economic Development's Division of Motor Carrier and Railroad Safety at (660)-785-2450.

3.2 The successful bidder must agree to comply with MoDOT's drug testing policy. Questions about MoDOT's drug testing policy should be directed to the District 2 Human Resources Department at (660)-385-3176.

3.3 The successful bidder must ensure that the courier service can be provided as outlined in this request for bid. In the event the bidder cannot perform the required services (due to illness, vacation, etc.) it is the bidder's responsibility to provide a substitute who meets all of the requirements listed herein.

3.4 The successful bidder must use they're own vehicle to provide this courier service. This vehicle must have a minimum hauling capacity of 686 cubic feet (7' H x 7' W x 14' D) with a minimum gross vehicle weight rating (GVWR) of 10,700 lbs. The cargo area of the vehicle must be enclosed to protect the supplies. A truck/trailer combination is acceptable, provided the truck/trailer combination meets all of the requirements herein.

3.5 Bidders shall provide information describing in detail their qualifications, experience and capabilities to perform the services listed herein, in addition to, listing the vehicles to be used in providing the service (see "Vendor Notes" section on page 15 (or) attach a separate page as needed).

4.0 FUEL SURCHARGE

4.1 To acquire a good-quality base price, MoDOT will pay the vendor a fuel surcharge each week. The average fuel price each week will be determined by using the "Weekly U.S. (Midwest) Retail Gasoline Prices, Regular Grade" chart as reported by the Energy Information Administration at the following web site:
http://www.eia.doe.gov/oil_gas/petroleum/data_publications/wrgp/mogas_home_page.html

4.2 In the event this resource becomes unavailable, MoDOT reserves the right to select another source for obtaining the information. Examples of how the fuel surcharge will be paid each week are listed on the pricing pages.

5.0 FREIGHT ITEMS

5.1 The following is a list of supplies and freight items, which may be hauled or handled by the driver as a part of this agreement. The list **IS NOT** all-inclusive but is merely a typical sample of supplies MoDOT receives randomly from our Jefferson City stockroom. The items received from Jefferson City are packaged in boxes clearly labeled with the building names on each box. The below list is for reference purposes only:

Highway Signs and Fasteners are hauled routinely, sometimes daily, as the district signing supplies are warehoused at the district office. The signs must be protected from scratches to the face of the sign, due to reflectivity concerns.

Mail Bags are hauled EACH DAY to and from the district office (Envelopes, Packages (All) Correspondence, etc.)

Other Common Freight Items are Boxed for Shipping:

Batteries, Flashlight
Blades, Grader/Plow (replacement blades) it's very uncommon to haul these blades, we direct ship when possible.
Broom Filler Cores (Bristles)
55 gallon drums (VERY RARE INSTANCES) Maybe one or two a year. We direct ship this type of items.
Penetrating Oil, Brake Cleaner (spray cans)
Computers, Desks, Chairs, Shelves, etc. (not a common daily product, usually surplus on an as-needed-basis)
Culvert Bands and Small Culvert Flared Ends (not a common daily product either, due to direct shipments)
First Aid Supplies
Floor Dry (40 lb. bags)
Hand Tools (shovels, racks, post hole diggers, etc.)
Light Bulbs (regular and florescent)
Box of Maps (< 20 lbs.)
Box of Copy Paper (59 lbs.)
Starter Motors, Alternators (small various supplies and engine parts for the field mechanics).
Mower Parts (small mower parts)
Paint (gallon cans)
Paint Thinner
Paint Aerosol Cans
Paper Towels
Posts (Steel) VERY RARE INSTANCES as we direct ship this item.
Pumps, Motors and Parts for Buildings (various small building supplies for the facility crews)
Recycling Containers (cardboard) for Light Bulbs
Safety Items (hats, vests, gloves, sunglasses, etc.)
Snow Plow Parts (small items)
Tires - We have reduced our tire inventory to stock only a few tire sizes. Recap truck tires will be the majority).
Toilet Tissue (case)
Traffic Cones
Trash Bags

6.0 PAYMENTS

6.1 Payments will be processed every two weeks upon completion of providing the service, unless the successful bidder wishes to be paid once a month. Vendor will supply MoDOT with a completed invoice including fuel charges, less any holiday deductions.

NOTE: Two bid options (see Option A and Option B on the following two pages

OPTION A is for a 2-day service (Tuesday and Thursday), and **OPTION B** is for a 4-day service (Monday – Thursday). You may bid on either option, or both. Award will be based on “The Option” most advantageous to MoDOT. MoDOT reserves the right to reject any or all bids.

PRICING PAGE (OPTION A): 2-DAY/WEEK

Initial Contract Period (July 1, 2009 – June 30, 2010)
Firm Fixed Price Per Week

Base Rate for Weekly Courier Services
Fuel surcharges will be based on 1.92 a gallon

\$

FUEL SURCHARGE RATE (Section 4.0):

Average Fuel Cost \$1.92 and above will be calculated at a rate of half-a-cent (.005), per mile (530 weekly, less holidays), in 10-cent increments.

10-cent increment table

0 - 10	cents = 1 increment
11 - 20	cents = 2 increment
21 - 30	cents = 3 increment
31 - 40	cents = 4 increment
41 - 50	cents = 5 increment
51 - 60	cents = 6 increment
61 - 70	cents = 7 increment
71 - 80	cents = 8 increment
81 - 90	cents = 9 increment
91 - 100	cents = 10 increment
1.01 - 1.10	= 11 increment
1.11 - 1.20	= 12 increment

Example: Avg. Cost of Fuel is \$2.38. Fuel surcharge would be: $\$2.38 - \$1.92 = 0.46$ cents ($5 \times .005 = .025 \times 530 = \13.25).

Example: Avg. Cost of Fuel is \$2.95. Fuel surcharge would be: $\$2.95 - \$1.92 = 1.03$ cents ($11 \times .005 = .055 \times 530 = \29.15).

DELIVERY LOCATIONS

NORTH SERVICE AREA

TUESDAY (approx. 260 miles)

Leave District Office (902 N. Missouri St.)
New Cambria
Milan (includes Green City Lot)
Trenton (includes Harris Lot)
Princeton
Unionville
Lancaster
Kirksville Maintenance / Kirksville RE Office (Potter Ave.)
Atlanta
Macon Maint. / Sign Shop / Spec Crews / RE Office (DD & 63 Jct.)
Return to District Office (902 N. Missouri St.)

SOUTH SERVICE AREA

THURSDAY (approx. 270 miles)

Leave District Office (902 N. Missouri St.)
Moberly
Keytesville
Fayette
Marshall (includes Marshall Jct. & Sweet Springs Lots)
Marshall RE Office
Carrollton (includes Bosworth Lot)
Chillicothe Maint. / Chillicothe RE Office (same location)
Brookfield (includes Jct. C & V (Shelby) Lot)
Return to District Office (902 N. Missouri St.)

RENEWAL OPTION PRICING: The pricing above for any services must remain firm until June 30, 2010, at which time up to two additional one-year contract extensions may be granted. Specify the maximum percentage increase for each renewal period in the spaces provided below. The vendor is cautioned that the percentages shall be computed against the ORIGINAL contract price above for each renewal period. If the spaces provided for renewal percentages are blank or not complete, renewal prices shall be the same as during the original contract period.

1st Year %:

2nd Year %:

If the option for renewal is exercised by MoDOT, the vendor shall agree that the prices for the renewal periods shall not exceed the maximum percentage of increase for the applicable renewal period. If any increase is requested, documentation of need must be provided at the time of renewal. In addition, MoDOT does not automatically exercise its option for renewal based upon the maximum percent of increase and reserves the right to offer or to request renewal of the contract at a price less than the maximum percent of increase stated. MoDOT reserves the right to use the appropriate published "consumer price index" to establish a percentage of annual increase assuring the contractor and MoDOT can reach common ground for price negotiations at renewal times.

VENDOR NAME:

PRICING PAGE (OPTION B): 4-DAY/WEEK

	Initial Contract Period (July 1, 2009 – June 30, 2010) Firm Fixed Price Per Week
Base Rate for Weekly Courier Services Fuel surcharges will be based on 1.92 a gallon	\$

FUEL SURCHARGE RATE (Section 4.0):

Average Fuel Cost \$1.92 and above will be calculated at a rate of half-a-cent (.005), per mile (1,060 weekly, less holidays), in 10-cent increments.

10-cent increment table

0 - 10	cents = 1 increment
11 - 20	cents = 2 increment
21 - 30	cents = 3 increment
31 - 40	cents = 4 increment
41 - 50	cents = 5 increment
51 - 60	cents = 6 increment
61 - 70	cents = 7 increment
71 - 80	cents = 8 increment
81 - 90	cents = 9 increment
91 - 100	cents = 10 increment
1.01 - 1.10	= 11 increment
1.11 - 1.20	= 12 increment

Example: Avg. Cost of Fuel is \$2.38. Fuel surcharge would be: $\$2.38 - \$1.92 = 0.46$ cents ($5 \times .005 = .025 \times 1060 = \26.50).

Example: Avg. Cost of Fuel is \$2.95. Fuel surcharge would be: $\$2.95 - \$1.92 = 1.03$ cents ($11 \times .005 = .055 \times 1,060 = \58.30).

DELIVERY LOCATIONS

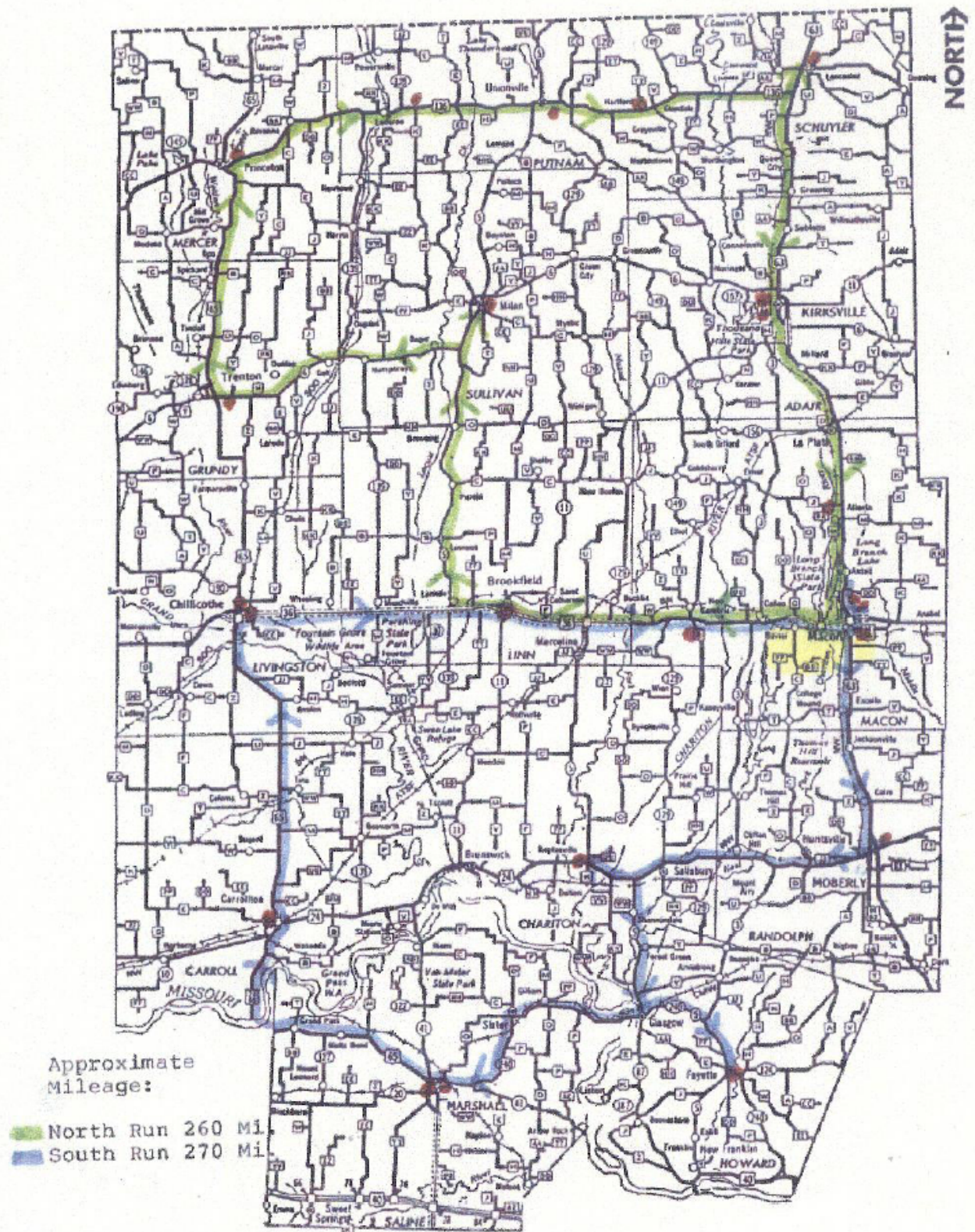
<u>NORTH SERVICE AREA</u>	<u>SOUTH SERVICE AREA</u>
<u>MONDAY & WEDNESDAY</u> (approx. 260 miles twice) Leave District Office (902 N. Missouri St.) New Cambria Milan (includes Green City Lot) Trenton (includes Harris Lot) Princeton Unionville Lancaster Kirksville Maintenance / Kirksville RE Office (Potter Ave.) Atlanta Macon Maint. / Sign Shop / Spec Crews / RE Office (DD & 63 Jct.) Return to District Office (902 N. Missouri St.)	<u>TUESDAY & THURSDAY</u> (approx. 270 miles twice) Leave District Office (902 N. Missouri St.) Moberly Keytesville Fayette Marshall (includes Marshall Jct. & Sweet Springs Lots) Marshall RE Office Carrollton (includes Bosworth Lot) Chillicothe Maint. / Chillicothe RE Office (same location) Brookfield (includes Jct. C & V (Shelby) Lot) Return to District Office (902 N. Missouri St.)

RENEWAL OPTION PRICING: The pricing above for any services must remain firm until June 30, 2010, at which time up to two additional one-year contract extensions may be granted. Specify the maximum percentage increase for each renewal period in the spaces provided below. The vendor is cautioned that the percentages shall be computed against the ORIGINAL contract price above for each renewal period. If the spaces provided for renewal percentages are blank or not complete, renewal prices shall be the same as during the original contract period.

1 st Year %:	2 nd Year %:
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If the option for renewal is exercised by MoDOT, the vendor shall agree that the prices for the renewal periods shall not exceed the maximum percentage of increase for the applicable renewal period. If any increase is requested, documentation of need must be provided at the time of renewal. In addition, MoDOT does not automatically exercise its option for renewal based upon the maximum percent of increase and reserves the right to offer or to request renewal of the contract at a price less than the maximum percent of increase stated. MoDOT reserves the right to use the appropriate published "[consumer price index](#)" to establish a percentage of annual increase assuring the contractor and MoDOT can reach common ground for price negotiations at renewal times.

VENDOR NAME:



SPECIAL TERMS AND CONDITIONS

Insurance / Certificate of Insurance Requirements

The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operation under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them.

This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is greater and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract.

Prior to contract signing, the Offeror may be asked about it's ability to provide certificates of insurance which meet, or approach, the following coverage:

- a. General Liability Not less than **\$500,000** for any one person in a single accident or occurrence, and not less than **\$1,000,000** for all claims arising out of a single occurrence;
- b. Automobile Liability Not less than **\$500,000** for any one person in a single accident or occurrence, and not less than **\$1,000,000** for all claims arising out of a single occurrence;
- c. Missouri State Workmen's Compensation policy or equivalent in accordance with state law.
- d. Vendor Risk: All vehicles/trailers and materials left on Missouri Department of Transportation (MoDOT) property shall be the sole responsibility of the contractor who holds this contract.
- e. Coverage shall apply to cargo in the care, custody and control of the contractor and have a minimum requirement of \$25,000 insurance coverage for cargo. If cargo supplies are damaged or lost while in the transport/care of the contractor, it will be the contractor's responsibility to repair or replace the damaged supplies. The contractor shall not be responsible for supplies damaged by any MoDOT representative.

Within ten (10) business days of notification, the Bidder will need to provide a copy of his/her Certificate of Insurance showing coverage, in the amounts required above, prior to the issuance of any contract or initial purchase order by the Missouri Department of Transportation (MoDOT). MoDOT reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Bidder's inability to provide this documentation will result in his/her bid being rejected. MoDOT shall be listed as a "Certificate Holder" on the Certificate of Insurance with the following mailing address:

Missouri Department of Transportation – District 2
General Services (Procurement) Division
Attn: Judy M. Franke, CPPB
902 North Missouri Street P.O. Box 8
Macon, MO. 63552

Certificate of Good Standing

The Bidder must be in compliance with the laws regarding conducting business in the State of Missouri. Within ten (10) business days of notification, the Bidder will need to provide a copy of his/her Missouri Secretary of State's "Certificate of Good Standing" prior to the issuance of any contract or initial purchase order by the Missouri Department of Transportation (MoDOT). MoDOT reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Bidder's inability to provide this documentation will result in his/her bid being rejected.

Information and Reports

The Contractor shall provide all information and reports required by the Regulations, or Directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Missouri Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or Directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Missouri Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

Permits, Licenses and Safety Issues

The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies. The Contractor will comply with local laws involving safety in the prosecution of the work.

Award

Award of this Bid will be made on an "All Or Nothing" basis using the "lowest and best" principle of award.

Delivery – Additional Requirements

No deliveries will be made on Fridays, Saturdays, Sundays and holidays unless specifically authorized by the Buyer listed within this contract, before the delivery occurs. The following days shall be construed as official holidays under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

When any of the above holidays falls on a Sunday, the holiday will be observed on the following Monday; when any of the above holidays falls on a Saturday, the holiday will be observed on the immediately preceding Friday.

Legal Weights

Provisions of the Missouri Statutes relative to legal weights in regard to axle and gross weights, gross weights in relation to axle spacing and Supplementary Bridge limits all contained in Sections 304.180 and 304.190 RsMO are understood and will be abided by. The Department will not accept loads, which exceed legal weights.

Temporary Suspension of Work

The District Engineer or a designated representative shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to the Department or for failure on the part of the Contractor to comply with any of the provisions of the Contract.

Cancellation of Contract

If the Contractor fails to carry out the performance of the work with sufficient workmen and equipment to insure the completion of the delivery within the time specified or becomes insolvent or is adjudicated a bankrupt or commits any act of bankruptcy or insolvency or allows any final judgment to stand against him for a period of ten (10) days, the Missouri Department of Transportation may give notice in writing by registered mail to the Contractor of such delay, neglect or default.

If, within ten (10) days after such notice the Contractor does not proceed to remedy to the satisfaction of the Department's representatives the faults specified in said notice, the Department shall have full power and authority, without impairing the obligation of the Contractor under the contract, to take over the completion of the work and arrange for the shipment of any materials necessary to complete the work and the Contractor will be responsible for any additional costs incurred by the Department in obtaining the completion of the deliveries.

MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34/359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.

- [] If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.
- [] If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:
- _____
- _____
- [] If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

Item (or item number)	Location Where Item Manufactured or Produced

(attach an additional sheet if necessary)

- [] The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): _____
- _____
- [] The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): _____
- _____

CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RsMO 1986 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

BY (signature required): _____

Federal Tax I.D. #: _____ **if no Federal Tax I.D. # - list Social Security #:** _____

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under a fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a

() sole individual () partnership () joint venture

() corporation, incorporated under laws of state of _____

Dated _____.

Name of individual, all partners,
or joint ventures:

Address of each:

doing business under the name of:

Address of principal place of business in Missouri

(If using a fictitious name, show
this name above in addition
to legal names)

(If a corporation, show its name above)

ATTEST: (SEAL)

Secretary

Title

(NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint ventures, or corporation, with the legal address shown, and REGISTRATION OF FICTITIOUS NAME filed with the Secretary of

State, as required by Sections 417.200 to 417.230, RS Mo. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the Standard specifications, Sec 102.6.6 and 102.6.7.

Effective January 1, 2009 and pursuant to Section 285.530(1) RSMo, no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

As a condition for the award of any contract in excess of five thousand dollars by the Missouri Highways and Transportation Commission/Missouri Department of Transportation (MoDOT) to a business entity, the business entity shall, by sworn affidavit and provisions of documentation, affirm enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contract. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract.

For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Acceptable enrollment and participation documentation consists of completed a copy of the E-Verify Memorandum of Understanding (MOU).

Any vendor that is not already enrolled and participating in a federal work authorization program and has the intent of doing business with MoDOT, should begin the enrollment process immediately by going to the web site below:

E-Verify is available at: http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.

A copy of a completed E-Verify Memorandum of Understanding (from the link above) should be returned with your Request For Bid response along with the appropriate affidavit form.

ADDITIONAL INFORMATION FOR VENDORS:

To begin participation in the federal program it takes approximately 1-2 hours on the internet (at the link above). There is a tutorial of the program and a 50-question test. Once the test is passed, the electronically signed Memorandum of Understanding verifying program participation will be given.

Copies of the Memorandum of Understanding will be requested with all future RFB's issued by MoDOT District 2. Therefore, It is important that the vendor prints the Memorandum of Understanding and keeps a copy because additional copies must be requested from Homeland Security if needed at a later date.

Only the first and signature pages of the Memorandum Of Understanding have to be attached to the appropriate affidavit on the following page.

IF YOUR BUSINESS IS A SOLE-PROPRIETORSHIP OR PARTNERSHIP, THIS AFFIDAVIT FORM SHOULD BE COMPLETED AND RETURNED WITH YOUR RESPONSE TO THIS REQUEST FOR BID.

APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP

(a separate affidavit is required for each owner and general partner)

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instruments, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 208.009, RSMo, for failure to provide affirmative proof of lawful presence in the United States of America:

I am the _____ of _____, which is applying for a public benefit (grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT).
owner or partner business name

I am classified by the United States of America as: (check the applicable box)

___ a United States citizen. ___ an alien lawfully admitted for permanent residence.

I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between \$500 and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 – Sections 558.011 and 560.011, RSMo), and is a Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of imprisonment not less than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such time as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

Affiant Signature

Affiant's Social Security Number or
Applicable Federal Identification Number

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My commission expires:

**IF YOUR BUSINESS IS NOT A SOLE-PROPRIETORSHIP OR PARTNERSHIP,
THIS AFFIDAVIT FORM SHOULD BE COMPLETED AND RETURNED WITH
YOUR RESPONSE TO THIS REQUEST FOR BID.**

**WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL
MHTC/MODOT CONTRACT AGREEMENTS IN EXCESS OF \$5,000**
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the _____ of _____, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.
title business name

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in connection to work under the within state contract agreement with the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My commission expires:

[documentation of enrollment/participation in a federal work authorization program attached]

VENDOR NOTES

Bidders shall provide information describing their qualifications, experience and capabilities to provide the services listed above, in addition to, a list describing the vehicles to be used (attach separate pgs. as needed).

VENDORS MAY ALSO ATTACH OTHER PERTINENT OR SUPPORTING DATA WITH THEIR RESPONSE TO THIS RFB.

Missouri Department of Transportation purchase orders must be issued to the invoicing company/address. If the invoicing company/address will be different from that listed in the vendor information section (below), the vendor should specify the “remit to” company/address in the vendor notes section (above).

VENDOR INFORMATION

Vendor Name/Mailing Address: Email Address: Printed Name and Title of Responsible Officer or Employee:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #: Signature:						
Is your company registered/certified with the State of Missouri as a (please circle): <table style="width: 100%; margin-top: 10px;"> <tr> <td style="text-align: center;">MINORITY BUSINESS ENTERPRISE (MBE) ?</td> <td style="text-align: center;">YES</td> <td style="text-align: center;">NO</td> </tr> <tr> <td style="text-align: center;">WOMEN BUSINESS ENTERPRISE (WBE) ?</td> <td style="text-align: center;">YES</td> <td style="text-align: center;">NO</td> </tr> </table>		MINORITY BUSINESS ENTERPRISE (MBE) ?	YES	NO	WOMEN BUSINESS ENTERPRISE (WBE) ?	YES	NO
MINORITY BUSINESS ENTERPRISE (MBE) ?	YES	NO					
WOMEN BUSINESS ENTERPRISE (WBE) ?	YES	NO					
If you would like information about MBE/WBE certification, please contact the Officer of Supplier of Workforce Diversity by calling 1-877-259-2963 or visit the following internet address: http://www.oswd.mo.gov							
Is your company a MISSOURI SERVICE-DISABLED VETERAN BUSINESS? <table style="width: 100%; margin-top: 10px;"> <tr> <td style="text-align: center;">YES</td> <td style="text-align: center;">NO</td> </tr> </table> <p>A service-disabled veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veteran's affairs. A service-disabled veteran business is defined as a business concern:</p> <ul style="list-style-type: none"> not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of publicly owned businesses, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and the management and daily business operations of which are controlled by one or more service-disabled veterans. 		YES	NO				
YES	NO						

All responses to this Request For Bid should be submitted on this form and should be returned to the Buyer listed above at the District mailing address shown. Bids should be mailed or hand-delivered. Responses by fax cannot be accepted or considered for award.

Note: If any of the “Standard Solicitation Provisions” and “General Terms and Conditions” on the following pages conflict with the requirements outlined in this Request For Bid, the RFB requirements will supersede those below.

STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted.
- g. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.

- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization, which will perform the work, is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request if applicable.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- d. Pursuant to RSMo 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is unauthorized alien in connection with the contracted services. [RSMo 285.530 (2)] A copy of the affidavit referenced above is provided within this document.

Executive Order

- a. The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.
 - 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
 - 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
 - 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.
 - 1) If attached, the document entitled "**MISSOURI SERVICE-DISABLED VETERAN PREFERENCE**" should be completed and returned with the solicitation documents.
- d. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Indemnification

- a. The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.

(T&C's Version 1/21/09)

IF NOT SUBMITTING A BID, PLEASE COMPLETE AND RETURN THE FOLLOWING “NO BID FORM” TO ASSIST THE PROCUREMENT STAFF IN OUR PROCESS EVALUATIONS.

THANK YOU

NO BID

DATE: _____

TO: Missouri Department of Transportation – District 2
General Services (Procurement) Division
902 North Missouri Street P.O. Box 8
Macon, MO. 63552
(660)-385-1707 – fax #

FROM: _____ (Company Name)

_____ (Mailing Address)

____ (City, State, Zip Code)

____ (Office Phone #)

____ (Cellular Phone #)

_____(Fax #)

Our company is submitting "NO BID" on RFB # _____ for the reason(s) indicated below:

- () Product or service is not available or cannot meet the required specifications
- () Other obligations – cannot make required deadline
- () The delivery point or work location is outside of our territory or coverage/service area
- () Other – Please explain below:

Contact Person: _____ Email Address: _____

- () Please keep our name on the bidder's list for future opportunities on this product or service.
() Please remove our name from your bidder's list for this product or service.

FAILURE TO RETURN A BID OR THIS FORM MAY RESULT IN
REMOVAL FROM OUR VENDOR DATABASE FOR FUTURE OPPORTUNITIES